

R050

**Request For Proposals
for
Pilot Project
Alcohol and Drug Residential Recovery
Services for Co-occurring Disorders**

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RFP HSS 03-19

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ATTACHMENTS

Attachment A - Map of Behavioral Health Clinics in San Bernardino County
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I. INTRODUCTION

A. Purpose

The County of San Bernardino Human Services System (HSS), Department of Behavioral Health (DBH), hereafter referred to as the "County", is seeking proposals from interested and qualified organizations and agencies for the purpose of a pilot project to provide Alcohol and Drug Residential Recovery Services for Co-occurring Disorders to County residents who reside in San Bernardino, Rialto and the Northern Desert.

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Program Requirements. The Contract period will be February 10, 2004 through June 30, 2005. The County may, but is not obligated to, extend awarded contract(s) for up to two additional one-year periods contingent on the availability of funds and Vendor performance. The number of awards will be determined by the number and quality of the proposals received.

B. Minimum Proposer Requirements

Proposers must:

1. be an individual, a nonprofit or profit corporation, or other legally constituted business entity.
2. have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
3. have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. meet other presentation and participation requirements listed in this RFP.

C. Proposal Conference

A proposal conference will be held on **November 13, 2003 at 10:00 am** at:

County of San Bernardino
Human Services System Administration
150 South Lena Road
San Bernardino, CA 92415
Conference Room A

Attendance at the conference is not mandatory; however, Proposers are strongly encouraged to attend.

D. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Human Services System
ATTN: HSS Contracts Unit (RFP HSS 03-19)
150 South Lena Road
San Bernardino, CA 92415-0515

Antoinette (Toni) Hanson, Contract Analyst

Phone: (909) 388-0276

E-mail: ahanson@hss.sbcounty.gov

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP response arrives in a timely manner.

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph D of this Section no later than 4:00 pm on Thursday December 4, 2003. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROPOSAL TIMELINE

RFP Release Date	October 28, 2003
Proposal Conference	10:00 am; Thursday November 13, 2003
Deadline for submission of questions	4:00 pm (PST); Thursday November 20, 2003
Deadline for submission of proposals	4:00 pm (PST); Thursday December 4, 2003
Tentative date for mailing award/denial Letters	January 8, 2004
Tentative Deadline for protests	January 20, 2004
Tentative date for awarding of Contract(s)	February 10, 2004
Tentative Start Date for Contract(s)	February 10, 2004

The above dates are subject to change as deemed necessary by the County of San Bernardino.

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on Substance Abuse and Mental Health Services Administration (SAMHSA) funding. This RFP does not commit the County to award a Contract. The County realizes that conditions other than cost are important and will award a Contract based on the proposal(s) that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Public Inspection

Proposals will be maintained as confidential until issuance of contracts to selected Vendors. At that time proposals submitted in response to this RFP become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

E. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process, or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

F. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

G. Negotiations

The County may require the potential Vendor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Independent Contractor

Any Proposer that is awarded a contract will be considered an independent Contractor, wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of County employees nor be considered in any manner to be County employees.

I. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of client referrals can be guaranteed by the County.

J. Termination of Awarded Contract

The Contract between the County and selected Vendors will contain specific language which addresses the option of both the Vendor or County to terminate the Contract without cause, termination for the convenience of the County, and termination for cause.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. Department of Behavioral Health - The Department of Behavioral Health (DBH), under state law, provides mental health and alcohol and drug treatment and prevention services to county residents. In order to maintain a continuum of care, DBH operates, or contracts for the provision of, 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major county metropolitan areas and are readily accessible to most county residents.
2. Human Services System (HSS) - The entity that oversees, coordinates and integrates services for the County's eleven human services departments.
3. Request for Proposals (RFP) - The document used to solicit a solution or solutions from potential Vendors to a specific problem or need. Although price is important, originality and effectiveness of the proposal and the background and experience of the Proposer are evaluated in addition to the proposed price.
4. SAMSHA - A branch of the Department of Health and Human Services that supports organizations that deal with drug-related disorders.

B. Reference Documents

The Human Services System has copies of the following materials available for review:

1. Welfare and Institutions Code Section 5328
2. Title 9, Division 4, California Code of Regulations Sections 9000 et seq
3. Applicable provisions of Title 22, Divisions 5 and 6, California Code of Regulations
4. 42 Code of Federal Regulations, part 2
5. Health and Safety Code Section 11812
6. Health and Safety Code Section 11878
7. Health and Safety Code Section 11977
8. Welfare and Institutions Code Section 14100.2
9. Title 22, California Code of Regulations Section 51009
10. Section 306 of the Clean Air Act (42 USC 1857 h)
11. Americans with Disabilities Act
12. Executive Orders 11246, as amended by Executive Order 11375, 11625, 11738, 12138, 12432, 12250
13. Title VII of the Civil Rights Act of 1964
14. Office of Management and Budget Circulars

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 am to 4:00 pm at the Human Services System Contracts Unit office.

C. Background

The DBH and its behavioral health services vendors provide behavioral health treatment services throughout San Bernardino County. A map with locations of County clinics is attached for your information (see Attachment A). It is known that the incidence of co-morbidity amongst the chemically dependent population is increasing every year. SAMHSA reported that at least fifty-percent of those with severe mental disorders also abuse illicit/licit drugs and/or alcohol. Other clinicians estimate that the number of individuals with mental illness and substance abuse/dependence treatment needs may approach sixty-to-seventy percent of presenting patients. The prevalence of those with co-occurring disorders is not debatable; the dilemma lies in the lack of available treatment facilities willing to provide integrated treatment planning. Both chemical dependence and mental illness are chronic and clinicians and treatment team professionals who are competent to treat both substance abuse and mental health disorders must treat recurring illnesses simultaneously. This pilot project is located in the San Bernardino, Central Valley and Desert areas.

Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's ability to function. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

D. Program Description

Program Requirements - Proposers responding to this RFP must be able to present and describe their ability to provide alcohol and drug residential recovery services for persons who have a co-occurring disorder and have demonstrated a need for residential care and recovery. Proposer will need to discuss the treatment philosophy with respect to harm reduction, relapse and readmission after a relapse. At a minimum, services must include personal recovery/treatment planning; educational sessions; social/recreational activities; individual and group sessions; and case management as further described below. Eligible Proposers should describe the proposed approach to the services listed below.

1. A drug and alcohol recovery program for men and women with a co-occurring mental disorder at a site certified and licensed by the California Department of Alcohol and Drug Programs (ADP) as a residential alcohol and drug abuse recovery or treatment facility, with a program component of up to ninety (90) days in duration. The facility shall also be certified to perform medically monitored detoxification services. That program is to include, at a minimum:
 - a. Initial screening and problem identification using the tool and format selected by the County DBH.
 - b. Basic support services with three nutritionally complete meals per day and clean, semi-private rooms for each client.
 - c. "Awake " twenty-four (24) hour staff supervision of all clients.
 - d. Individual and recovery-focused group counseling based on the Individual Treatment Plan (ITP) developed in conjunction with each

- client. Illustrate the type(s) of groups, educational process and some examples of topics for clients with Co-Occurring disorders.
- e. A plan for interventions for clients in crisis.
 - f. Recovery, exit planning and/or aftercare services based on accepted principles of treatment/recovery to be delivered to clients and their significant others.
 - g. Coordination with the County DBH Alcohol and Drug Services, other providers, and other community resources to support the client's appropriate transition from residential treatment to other recovery services and/or independent living.
 - h. Ongoing collaboration with other stakeholders involved with individual clients, including family, the Courts, Probation Officers, Parole Agents, Social Service Staff, employers and others.
 - i. Transportation to community resources, including medical services, as necessary and drug and alcohol testing of clients, when indicated.
 - j. Introduction to and access to voluntary participation in 12-Step programs for alcohol and/or other drugs.
 - k. Vocational services.
 - l. Referral to community resources to address the needs of individual clients, such as education, assistance in securing employment, and anger management classes, as identified in a client's ITP.
 - m. A plan that, in the event of program or contract termination, provides for the responsible and orderly transition of clients to another licensed, approved facility for services. The plan is to include provision for furnishing the County with all client information and documents necessary for this transition.
 - n. Ongoing collaboration with the Co-Occurring Disorders Team from DBH which includes case management, weekly groups with a Clinician and follow up appointments at Mesa Clinic.
2. Service enhancements beyond the minimum services cited above, which may include any or all of the target population:
- a. Specialty services.
 - b. A higher, more intense level of a basic service.
 - c. Treatment focused on unique client or perceived population needs.
 - d. Ancillary services which, in the view of the Vendor, support a clean and sober lifestyle.
 - e. "Experimental" and invasive practices are discouraged and will not be funded.
3. Staffing levels and qualifications appropriate to meet the needs of the clients, including:

- a. Staff levels at a minimum must meet current licensing requirements of the State of California, Department of Alcohol and Drug Programs and Community Care Licensing Division. Furthermore, there shall be staff able to provide services to clients with a co-occurring mental illness.
 - b. At a minimum, the Vendor will maintain a client-to-staff ratio of not more than 10 residents to 1 staff member during all hours of operation.
 - c. All staff will be paid personnel. Clients of the program may not substitute for paid personnel.
 - d. Vendor will ensure that all personnel are personally and professionally qualified.
 - e. Primary service delivery staff must have no less than two years of education, training, and/or work experience in the field of substance abuse or chemical dependency.
 - f. Each staff person will have a minimum of (2) years of abstinence/sobriety from drugs/alcohol, if they are recovering individuals. A sufficient number of staff members will be certified in cardiopulmonary resuscitation (CPR) and Basic First Aid to provide coverage 24 hours per day 7 days per week. Percentage should be at least 85% of the staff.
 - g. Staff shall have specific training and/or expertise in residential recovery/treatment.
 - h. A written Code of Conduct must be established for all employees, volunteers, interns and the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-resident relationships; prohibition of sexual conduct with residents; and conflict of interest. A copy of the Code of Conduct will be provided to each resident upon admission and to each employee, and will be posted in the facility.
 - i. In order to effectively serve the residents of San Bernardino County, the Vendor's staffing must include bilingual (Spanish) capability.
 - j. Staff providing services in residential programs where women with children reside are also required to have a criminal record review and clearance.
4. Treatment/Recovery Methodology
- a. The treatment/recovery methodology employed by the program must be approved by the DBH Mental Health Services Deputy Director (or designee). Any deviations from these service provisions require the prior approval of the Deputy Director (or designee).
 - b. The Vendor will develop an individualized treatment plan (ITP) for each client designed to help that client address problem areas associated with alcohol and/or other drug use, which shall be reviewed and updated at a minimum every thirty (30) days.

- c. The Vendor will insure that clients are encouraged and afforded every opportunity to participate in self-help recovery groups such as Narcotics Anonymous, Alcoholics Anonymous, etc.
- d. Vendors are to describe how they will deal with those clients who relapse either after graduation or leaving the program (absent without leave).
- e. For medically monitored detoxification services, each individual shall be monitored and checked **at least** every half-hour for a minimum of the first 24 hours of residential treatment. Close observations shall be made in a systematic manner and documented in the client's clinical record.
- f. Medically Monitored Detoxification programs shall have at least one staff member on duty at all times. Close observation of detoxification clients shall continue as long as is warranted, and notations of observations shall be made in a systematic manner in the client's clinical record.
- g. Medically Monitored Detoxification program beds shall be located in such a fashion that they may be easily observed by staff.
- h. Appropriate referral plans for continuity of post-detoxification treatment shall be developed for all participants completing a detoxification program.
- i. A health questionnaire shall be completed for each participant within 24 hours of admission. The screening procedures shall contain questions regarding use of alcohol and other drugs; medical conditions and complications; and history of Delirium Tremens, alcoholic seizures, and convulsions.
- j. Participants shall be referred promptly for medical or psychiatric evaluation when deemed appropriate by staff.
- k. Transportation shall be provided or arranged for those participants to other services as needed.
- l. Each facility should have policies in place for medications, medication management and medication storage.

E. Program Considerations

- 1. The selected Vendor(s) will maintain facilities and equipment and operate continuously with at least the number and classification of staff required for the provision of services.
- 2. Vendor must have a location that is accessible by public transportation and approved by DBH.
- 3. Vendor will be required to comply with all State regulations regarding State Performance Outcomes measurement requirements, and participate in the outcomes measurement process as required by the State.

4. The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Vendor throughout the term of any contract awarded. R&E will notify the Vendor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.
5. The Vendor's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations. The Vendor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, the Vendor will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Vendor's employees.
6. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Vendors will be included in the implementation process and shall adhere to cultural competency requirements.

 - a. The DBH shall make available technical assistance to Vendor regarding cultural competency requirements.
 - b. The Vendor will make an effort to gather demographic information on its service area for service planning.
 - c. The DBH shall make available cultural competency training for DBH and Vendor personnel. Vendor personnel will be required to attend one cultural competency training per year at a minimum.
 - d. The DBH shall make available annual training for Vendor personnel used as interpreters in threshold languages.
 - e. The DBH shall make available technical assistance for Vendor personnel in translating mental health information into the threshold language(s).

F. Contract Reimbursement

1. Contracts are typically funded annually on a July 1 - June 30, fiscal year basis, or in this case from the date approved by the Board of Supervisors through June 30, 2005.
2. Pursuant to a Contract between the County and selected Vendors, a Vendor shall receive reimbursements monthly in arrears based on the negotiated bed rate(s) specified in the Contract and the number of units delivered during the service month, not to exceed the maximum annual obligation of the County under any such Contract.

3. The Vendor shall collect revenues for the provision of the services described in this RFP and any Contract awarded. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by the Vendor shall be reported in the annual Cost Report, and shall be used to offset gross cost.
4. The Vendor shall determine client eligibility for reimbursement from private insurance or other third party benefits. Clients, where not prohibited by funding source, shall be charged a fee by the Vendor for services rendered, based on the client's ability to pay, not to exceed the Vendor's actual unit cost for the services rendered. The Vendor shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the Vendor to collect these revenues. No client shall be denied services due to an inability to pay.
5. Not later than 30 days after the fiscal year ends or expiration or termination of a Contract, whichever comes first, unless otherwise notified by County, the Vendor shall provide the County DBH with a complete and correct annual standard State of California Cost Report and a complete and correct State of California Cost Report for Medi-Cal services, when appropriate.

V. CONTRACT REQUIREMENTS

A. General

The Vendor(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. **Representation of the County**
In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.
2. **Contract Primary Contact**
The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more business days. Vendor or designee must respond to County inquiries within two (2) County business days.
3. **Change of Address**
Vendor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.
4. **Contract Assignability**
Without the prior written consent of the County, the Contract is not assignable by Vendor either in whole or in part.
5. **Subcontracting**
Vendor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the San Bernardino

County Human Services System. Any subcontractor shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Vendor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under a Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of a Contract shall acknowledge SAMSHA as the funding agency and Vendor as the creator of the publication. No such materials or properties produced in whole or in part under a Contract shall be subject to private use, copyright or patent right by Vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to a Contract awarded must be filed with County prior to publication. Vendor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Vendor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under a Contract.

9. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Vendor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of a Contract.

This provision shall not be construed to prohibit employment of persons with whom Vendor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Vendor will ensure that staff are knowledgeable on the San Bernardino County Local Mental Health Plan (LMHP) Grievance Procedure (see Attachment B) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

11. Confidentiality

- a. Vendor shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
- b. No list of persons receiving services under a Contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
 - 1) Vendor shall require its officers, agents, employees, volunteers and any subcontractor to comply with the applicable provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:
 - 2) All applications and records concerning any individual made or kept by any public officer or agency or Vendor in connection with the administration of any provision of the W & I Code relating to any forms of public social services for which funds are received by the Vendor under a Contract will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
 - 3) No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under a Contract.
 - 4) Vendor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

12. Records

Vendor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy and shall be retained for at least seven years from the date of final payment or final settlement, or until audit findings are resolved, whichever is longer.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

The Vendor shall maintain client records in compliance with all regulations set forth by the State Department of Mental Health and provide access to clinical records by DBH staff.

Vendors shall agree to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, which ever is later.

13. Invoices

- a. Vendor shall submit to DBH monthly in arrears and at those times required by County its claims for expenditures incurred the previous month for services provided. The claims shall also reflect all reportable revenue; the balance remaining is to be the net amount claimed by the Vendor. County shall supply the Vendor with the necessary claim form.
- b. The amount reimbursed Vendor for services rendered shall not exceed that allowed by SAMHSA regulations.
- c. In the event of a reduction of County's allocation from the SAMHSA grant, Vendor agrees to accept a reduction in funding under a Contract not to exceed that percentage reduction made to the County allocation.

14. Licenses and Permits

Vendor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of a Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits.

15. Health and Safety

Vendor shall comply with all applicable state and local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of a Contract.

16. Department of Justice Clearance

Vendor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a professional license issued by the State of California is sufficient proof.

17. Americans with Disabilities Act

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

18. Public Accessibility

Vendor shall ensure that services provided are accessible by public transportation.

19. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under a Contract, notification will be made within one business day, in writing and by telephone to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under the Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Vendor shall required the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of

this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under the Contract. Full cooperation shall be given by Vendor in any auditing or monitoring conducted.

Vendor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Business Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of at least five years after final payment under the Contract or until all pending County, State and Federal audit findings are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Vendor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Vendor which do not pertain to the program shall not be subject to audit unless required in another Contract.

3. Availability of Medical Records

- a. Vendor shall agree to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

- 1) For adults and emancipated minors, seven years following discharge (last date of service).
- 2) For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).
- 3) Vendor shall agree to ensure that all patient/client records comply with any additional applicable State and Federal requirements.

4. Assistance by Vendor

Vendor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Vendor.

5. Inspection and Independent Audit Provisions

With regard to the services described herein, the County of San Bernardino, or the appropriate audit agency of the State of California, will have the right to audit and inspect all books and records to evaluate the cost, quality, appropriateness and timeliness of services performed.

- a. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
- b. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.

Vendor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

Pursuant to OMB Circular A-133, Vendors expending \$300,000 or more in Federal funds in a year through a Contract with County must have a single or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Vendor's fiscal year.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Vendor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Vendor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HSS Contracts Unit.

B. Civil Rights Compliance

The Vendor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HSS Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS will supply a sample of the Plan format. The Vendor will be monitored by HSS for compliance with provisions of its Civil Rights Plan.

VII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Vendor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment C.

VIII. FORMER COUNTY OFFICIALS

The Proposer shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent its business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners,

associates or members of the business. This should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

IX. IMPROPER CONSIDERATION

The Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

X. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

XI. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law.

The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and that all aspects regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. An original, which may be bound, and five unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL - Pilot Project Alcohol and Drug Residential Recovery Services for Co-occurring Disorders - HSS RFP 03-19.**"
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. Proposers wishing to request a waiver of the County policy requiring that proposals be submitted on two-sided recycled paper must include such request and reasons on the cover letter of the proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package and the content must be submitted in the following sequence and format:

1. Cover Page - Submit a letter, on letterhead stationary which reflects the Proposer's legal business name, mailing address, facility address (if different from mailing address), telephone number, fax number and e-mail address. The letter must be signed by a duly authorized officer, employee, or agent of the

organization/firm submitting the proposal and must include the following information:

- a. A statement that the proposal is submitted in response to the RFP "Pilot Project Alcohol and Drug Residential Recovery Services for Co-occurring Disorders, RFP HSS 03 -19".
- b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
- c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
3. Statement of Certification - Include the following in this section of the proposal:
 - a. A concise statement of the service proposed *and* the overall cost or cost per transaction proposed **for each fiscal year of any resulting Contract.**
 - b. A statement that the Proposer will provide the services as described in the proposal for the time period February 10, 2004 through June 30, 2005.
 - c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
 - d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Vendor or competitor for the purpose of restricting competition.
 - e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - h. A statement that the Proposer, if selected, will comply with all applicable rules, laws, and regulations.
 - i. A list of Former County Officials (as defined in Section VIII) affiliated with the organization. If none, so state.
4. Proposal Description - A detailed description of the proposal being made.
 - a. Proposal should address, but not be limited to, all items in Section IV, Paragraph D - Program Description.

- b. Proposal should include the following:
 - 1) Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
 - 2) Narrative description of the proposed plan to achieve the program objective and requirements.
 - 3) Detailed plan of activities. This section must also include the following information:
 - a) Clear identification of the DBH service area(s) Proposer will serve, and
 - b) Proposer's business location, accessibility by public transportation and hours of operation.
 - 4) Narrative on how the Proposer will meet any Program Considerations as required.
 - 5) Milestone and deliverable charts, as applicable.
 - 6) Explanation of any assumptions and/or constraints.
- 5. Statement of Experience - Include the following in this section of the proposal:
 - a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
 - b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
 - c. A statement that the Proposer has a demonstrated capacity to perform the required services.
 - d. Provide copies of any required licenses or statements of intent to obtain same to include local business licenses and permits, unless currently on file with the County of San Bernardino
 - e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. Experience of principal individuals of the Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g. With respect to Contracts completed during the last five years, which involve similar type projects, show for each such Contract:
 - 1) Date of completion and duration of each Contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.

- 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the Contract.
 - 6) If none, so state.
 - h. If any Contract was terminated prior to the original termination date during the last five years, show for each Contract:
 - 1) Date of termination and duration of each Contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the Contract.
 - 6) Reason for termination.
 - 7) If none, so state.
 - i. With respect to Contracts currently in effect, show the following for each such contract:
 - 1) Date due for completion and duration of Contract.
 - 2) Type of service.
 - 3) Total Contract amount.
 - 4) Location of area served.
 - 5) Name and address of agency with which the organization is currently contracting and agency person administering the Contract.
 - 6) If none, so state.
 - j. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - k. Financial interest in other lines of business. If none, so state.
 - l. Pending litigation, involving Proposer or any officers, employees, and/or consultants thereof, in connection with Contracts. If none, so state.
 - m. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - n. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
6. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the

name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer.

Any subcontract entered into by the Proposer upon award of a Contract shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Proposer shall be responsible for performance of the subcontractor.

7. Audited financial statements - Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

In accordance with CDSS MPP Section 23-610(L), if applicable, submit the most recent and complete three annual audited financial statements; the most recent must be completed within the past 18 months. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be by an independent, certified public accountant.

In accordance with CDSS MPP Section 23-610(m), if applicable, submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must meet the same requirements as audited financial statements described in this RFP.

Right to Audit - Submit a signed statement by a duly authorized officer, employee or agent of the organization/firm as to the right of the County, State and Federal governments to audit the prospective Proposer's financial and other records.

8. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
9. Budgets - Proposer must complete the attached Annual Program Budget Detail (Attachment D) and Budget Proposal Sheet (Attachment E) for each fiscal year.

XIII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the

delivery of comparable or related services based on demonstrated performance. **All requirements listed in "Specific Items to be included in this Proposal" are obligatory and failure to comply may eliminate a proposal from consideration.**

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Prospective Vendors must meet the requirements stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Cost of service(s)
 - b. Geographical proximity of Proposer in respect to proposed area to be served
 - c. Ability to perform medically monitored detoxification
 - d. Experience in providing similar services
 - e. Program philosophy, services and strategies
 - f. Ability to serve proposed population
 - g. Staffing levels

Selection will be based on determination of which proposal(s) will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

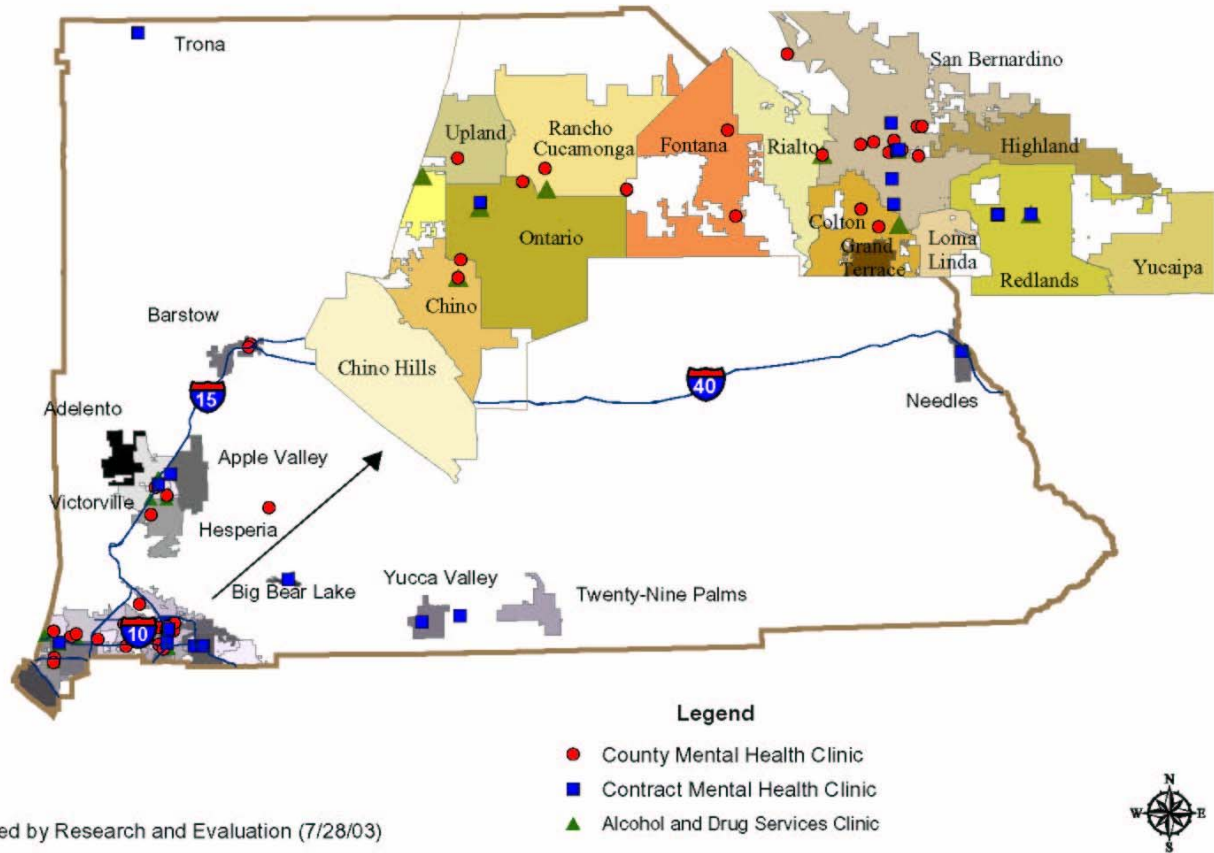
Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator - Human Services System, or designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Approval

Any Contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

Behavioral Health Clinics in San Bernardino County



Prepared by Research and Evaluation (7/28/03)

San Bernardino County Mental Health Plan (MHP) Grievance Procedure

BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

Title 9 of the California Code of Regulations requires that the MHP and its fee-for-service providers give verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a complaint or grievance about services
- How to request a Second Opinion or a State Fair Hearing at any time and for any reason

The MHP has developed a *Consumer Guide*, a beneficiary rights poster, a complaint/grievance form, Second Opinion form, and Request For Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' places of service.

Please note that all fee-for-service providers are required to give their clients copies of all current beneficiary information annually at the time their treatment plans are updated.

Provided below is additional information about the complaint and grievance process.

COMPLAINTS (Verbal)

A complaint is a verbal expression of the client's concerns or problems. Clients are encouraged to discuss issues and concerns regarding their mental health services directly with their provider(s). Beneficiary complaints (or complaints by families, legal guardians, or conservators of clients) may be directed to the provider, to the Access Unit, and/or to the Department's Patients' Rights Office.

GRIEVANCES BY CLIENTS (Written)

A grievance is a written statement of the client's concerns or problems. The client has the right to use the grievance process at any time before, during, or after the complaint resolution process has begun. Grievance forms, as well as envelopes already addressed to the Access Unit, must be available at all providers' offices in locations where the client may obtain them without making a verbal request. If they have questions regarding the grievance process, clients may contact their providers, the Access Unit, or the Office of Patients' Rights.

There are two levels of review in the grievance process. In the first level, the client's grievance is reviewed and a decision is made by the Access Unit Clinic Supervisor within 30 calendar days of the receipt of the grievance. If the client is not satisfied with the result of the first level of review, the client may send the grievance to the Program Manager of the Centralized Treatment Division (C/O the Access Unit). The client's grievance will be reviewed and a decision made by the Program Manager within 30 calendar days of its receipt.

REQUEST FOR A SECOND OPINION

If the client receives a Notice of Action letter which denies, reduces or terminates mental health services, the client may complete a Request for a Second Opinion form and give it either to the provider or send it directly to the Access Unit. The client may also request a Second Opinion form by telephoning the Access Unit. The client's request will be reviewed by the Access Unit Clinic Supervisor, and a decision will be made within seven (7) calendar days of its receipt.

REQUEST FOR A STATE FAIR HEARING

Medi-Cal beneficiaries may request a State Fair Hearing at any time before, during, or within 90 days of the completion of, the MHP's beneficiary problem resolution process. The client also has the right to request a State Fair Hearing whether or not the client uses the problem resolution process, and whether or not the client has received a Notice of Action. If the client is currently receiving mental health services and has received a Notice of Action letter which denies, reduces or terminates those services, and if the client requests a State Fair Hearing within 10 days of receipt of the Notice of Action, it may be possible to maintain the same level of services pending the outcome of the State Fair Hearing.

To request a State Fair Hearing, the client should call or write to:

Public Inquiry and Response
744 "P" Street, M.S. 16-23
Sacramento, CA 95814
Telephone: (800) 952-5253
TDD: (800) 952-8349

ADDITIONAL POINTS

1. At any time during the complaint, grievance, second opinion, or State Fair Hearing process, the client may authorize a person to act on his or her behalf, to use the complaint/grievance resolution process on his or her behalf, or to assist him or her with the process.
2. Filing a complaint or a grievance will not restrict or compromise the client's access to mental health services.
3. At any time during the complaint/grievance process, the client may contact the Access Unit at (888) 743-1478 or the Patient's Rights' Office at (800) 440-2391 for assistance.

COMPLAINTS/GRIEVANCES REGARDING PROVIDERS AND SERVICES

Complaints or grievances by clients about providers or mental health services may be made to the Access Unit or to the Patients' Rights Office. Complaints and grievances will be reviewed and investigated by the appropriate office within the Department of Behavioral Health, and the issues contained therein will be reviewed by the Quality Improvement Committee. Providers cited by the beneficiary or otherwise involved in the grievance process will be notified of the final disposition of that grievance.

Concerns of the Department of Behavioral Health regarding a provider's possible unprofessional, unethical, incompetent, or breach-of-contract behavior will be investigated by the Patients' Rights Office or other department, by appropriate state licensing authorities, or by the Quality Improvement Committee. In extreme cases, in which client safety is at risk, the Director may suspend the provider's credentialed status while an investigation proceeds.

Providers will prominently display and make available printed materials which announce and explain the complaint, grievance, Second Opinion and State Fair Hearing processes without the beneficiary's having to make a verbal or written request for these materials. The Department of Behavioral Health has the *Consumer Guide* and poster in the two threshold languages. ***Any complaint or grievance which a provider receives from a beneficiary should be forwarded to the Access Unit immediately.***

PROVIDER PROBLEM RESOLUTION AND APPEAL PROCESS

COMPLAINTS (verbal)

Provider complaints regarding the system-of-care structure and procedures may be directed verbally or in writing to the Access Unit Supervisor, who may be able to resolve or explain the issue.

When a provider complaint concerns a denied or modified request for payment authorization, or the processing or payment of a provider's claim, the provider has a right to access the Provider Appeal Process at any time before, during, or after the Provider Problem Resolution Process has begun.

APPEALS/GRIEVANCES (written)

In response to a denied or modified request for payment authorization, or a dispute concerning the processing or payment of a claim, a provider may make use of the written Provider Appeal Process. The written appeal must be sent to the Access Unit Supervisor within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of the MHP's failure to act on a request.

The Program Manager or designee will communicate a response to the provider within 60 calendar days of receipt of the appeal, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision. If applicable, the provider shall submit a revised request for MHP payment authorization within 30 calendar days from receipt of the MHP's decision to approve the payment authorization request.

If the Program Manager does not respond to the appeal within 60 calendar days of receiving it, the appeal shall be considered denied.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, VENDOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the

- I. Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- J. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- L. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to

- C. the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- D. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Proposed Annual Program Budget Detail
for Staff and Benefits for

FY _____

	Name	Title of Position	Hrs Weekly	FTEs	Mo Salary per FTE	Annual Salary
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
	Totals					
	Total Annual Salaries (Transfer Total to Attachment E)					
	Total Annual Benefits (Transfer Total to Attachment E)					

Proposed Annual Budget Costs
For

February 10, 2004 - June 30, 2005

Total Contract Summary of Program Costs:

	02/10/04 - 6/30/04	7/1/04-6/30/05
A. Program Salaries/Costs (enter data from Attachment D)	_____	_____
B. Program Benefits Costs (enter data from Attachment D)	_____	_____
C. Program Services and Supplies Costs	_____	_____
D. Administrative Costs _____%	_____	_____
E. Total Program Costs	_____	_____
F. Cost per bed per day	_____	_____